

FILED

In The United States District Court Northern District of Ohio

2017 SEP 27 PM 3:13

(Plaintiff))
Myron A. Grace) In The United States District Court
7519 Mentor Ave.) Northern District of Ohio
Suite A-110) Carl B. Stokes U.S. Court House
Mentor, Ohio 44060) 801 West Superior Ave.
(310)439-8926) Cleveland, Ohio 44113, (216)357-7000
)
)

(Defendants)) Insured Myron A. Grace
AAA Insurance) Claim OH-400755825
The Auto Club Group) Date of Incident 02/12/17
200 N. LaSalle St.) Acct# 103661*SR
Suite 1100)
Chicago IL, 60601)
)

1:17 CV 2038

AAA Insurance)
The Auto Club Group)
5700 Brecksville Rd.)
Independence, Ohio)
44131)
(216) 606-6300)
)

JUDGE CAUGHAN

AAA Insurance)
Katherine Probert, Agent)
The Auto Club Group)
Auto Club Dr,)
Dearborn, MI 48126-4213)
(248)386-3573)
)

Issue

On 02/12/17 Myron A. Grace a passenger in a vehicle insured by AAA Insurance (aka The Auto Club Group) was injured when the insured party (aka as the driver) and the driver being Rakhshanda Y. Talib hit a bump accidentally on Union Ave. in Cleveland Ohio at night on a street where vision was low due to lack of light. The passenger (aka Myron A. Grace) was injured by hitting his body against the door of the vehicle and dash board. The passenger suffered Rotator Cup Injury and was treated in the Emergency Room University Hospitals Richmond Heights Ohio within a 72 hours. The Passenger also later was treated by Aligned Chiropractic Mentor, Ohio for more than a month for treatment of Injury. The passenger suffered severe pain, the passenger suffered loss of wages, the passenger also suffered due to high levels of pain. The passenger still continues to suffer pain from time to time due to the injury in the accidental incident. The passenger is seeking recover for Pain and suffering and loss of wages for th injury in the accident.

AAA Insurance (aka The Auto Club Group) has refused to pay the passenger on 08/31/17 stating the injury was not caused by the accident. The statement by AAA Insurance is in direct conflict with the medical evidence and claims by the Emergency Room physicians and Chiropractic Professionals that treated the passenger for the injury. The passenger still continues to suffer pain from time to time due to the injury in the accidental incident. The passenger is seeking recover for Pain and suffering and loss of wages for the injury in the accident.

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Rules

1. According To Exhibit A (State of Michigan Department of Insurance and Financial Services, Market Conduct Examination, NUMBER2012C-0030, June 20, 2013).
 - a. Page 4, MCL,500.2006(3). If the insured presents or injured parties present evidence of loss and injury within 30 days, then the insurance company has to settle within 60 days time. The incidence that refers to an exception to this rule is mainly used with regard to life insurance parties. The injured party was not th driver or the insured, and therefore there no need for a reasonable delay once the injured party had discontinued visits to seek treatment of injury.
 - b. a. Page 6, MCL,500.2006(3). Findings: The insurance company is required to settle with the injured party within 60 days of proof or loss and all medical records are present.

2. Chapter 4515: VENUE; GUEST STATUTE-Ohio Revised Code

4515.01 Venue in actions for injury caused by motor vehicles..

Actions for injury to a person or property, caused by the negligence of the owner or operator of a motor vehicle, may be brought by the person injured against such owner or operator in the county in which such injury occurredCite as R.C. § 4515.01 Effective Date: 10-01-1953.

- a. The Passenger (Myron A. Grace) has the right to seek recovery for the negligent operation of the Motor Vehicle on 02/12/17. The driver (Rakhshanda Y. Talib) was insured by AAA Auto Insurance (aka Auto Club Group, Independence Ohio, Dearborn Michigan, Chicago Illinois).
- b. AAA Auto Insurance (aka Auto Club Group, Independence Ohio, Dearborn Michigan, Chicago Illinois) is responsible for the negligent operation of their insured on 02/12/17.

3. 3904.03 Pretext interviews..-Ohio Revised Code

No insurance institution, agent, or insurance support organization shall use or authorize the use of pretext interviews to obtain information in connection with an insurance transaction. However, a pretext interview may be undertaken to obtain information from a person or institution that does not have a generally or statutorily recognized privileged relationship with the person about whom the information relates for the purpose of investigating a claim where, based upon specific information available for review by the superintendent of insurance, there is a reasonable basis for suspecting criminal activity, fraud, material misrepresentation, or material nondisclosure in connection with the claim. **Cite as R.C. § 3904.03**
Effective Date: 06-29-1995 .

- a. AAA Auto Insurance (aka Auto Club Group, Independence Ohio, Dearborn Michigan, Chicago Illinois) was required by law to take a reasonable time and investigation to recover evidence for the claim made for loss and recovery of damages by the injured party Myron A. Grace.
- b. AAA Auto Insurance (aka Auto Club Group, Independence Ohio, Dearborn Michigan, Chicago Illinois) has a statutory duty as the insurance company for Rakhshanda Y. Talib to pay damages and losses to the injured party Myron A. Grace.

4. inertia-Sir Isaac Newton

(<http://utahscience.oremjr.alpine.k12.ut.us/sciber99/8th/forces/sciber/newtons.htm>) Have you car ever been riding in a car when the driver suddenly slammed on the brakes? How did your body move as the car came to a stop? You probably felt your body move forward. When you felt this happening you experienced Newton's first law of motion. Newton's first law of motion says that an object in motion will stay in motion and an object at rest will stay at rest unless acted on by an unbalanced force. In the car your body was in motion, traveling at the same speed as the car. When the car stopped, your body stayed in motion. If you were not wearing a seatbelt and you were traveling very fast, your body could continue to move forward through the windshield!

Analysis

1. a. Page 4, MCL,500.2006(3). If the insured presents or injured parties present evidence of loss and injury within 30 days, then the insurance company has to settle within 60 days time. AAA Auto Insurance is in direct violation of this policy. in fact AAA Auto Insurance deliberately took excess time and acted frivolous and malicious to defraud Myron A. Grace.
2. 4515.01 Venue in actions for injury caused by motor vehicles..Actions for injury to a person or property, caused by the negligence of the owner or operator of a motor vehicle, may be brought by the person injured against such owner or operator in the county in which such injury occurredCite as R.C. § 4515.01 Effective Date: 10-01-1953. AAA Auto Insurance is liable for paying the claim for insurance brought against them for the injuries and pain for Myron A. Grace. AAA Auto Insurance is also responsible for any bills associated.
3. AAA Auto Insurance (aka Auto Club Group, Independence Ohio, Dearborn Michigan, Chicago Illinois) was required by law to take a reasonable time and investigation to recover evidence for the claim made for loss and recovery of damages by the injured party Myron A. Grace.

AAA Auto Insurance (aka Auto Club Group, Independence Ohio, Dearborn Michigan, Chicago Illinois) has a statutory duty as the insurance company for Rakhshanda Y. Talib to pay damages and losses to the injured party Myron A. Grace.

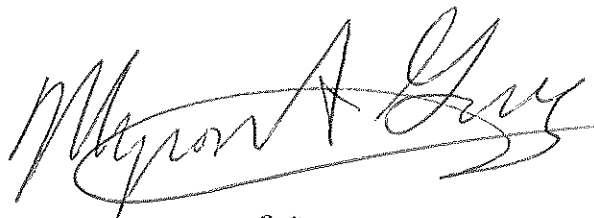
Analysis Continued.....

4. . Newton's first law of motion says that an object in motion will stay in motion and an object at rest will stay at rest unless acted on by an unbalanced force. In the car your body was in motion, traveling at the same speed as the car. When the car stopped, your body stayed in motion. If you were not wearing a seatbelt and you were traveling very fast, your body could continue to move forward through the windshield! In conclusion and analysis of The Law of Inertia it is reasonable to assume that Myron A. Grace was thrown forward when the car hit a bump and the brakes were slammed upon by the driver. Myron A Grace also had a seatbelt which would have caused him to move to one side and thus injure his shoulders as the attached medical documents show.

Conclusion/Damages

1. Myron A. Grace is asking for \$15,000 in damages for pain and suffering as the injury continues to bother him even after the treatment by the Doctors.
2. Myron A. Grace is asking for \$5,000 to cover any medical bills due for treatment by emergency room physicians and Aligned Chiropractic Mentor Ohio.
3. Myron A. Grace is asking for \$60,000 in punitive damages for AAA Auto Insurance deliberately attempting to defraud him for recovery of damages and medical bills dues to him by law.
4. Total Damages Requested: \$80,000

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09-27-17